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**HOME SOLAR ENERGY AMENDMENTS**  
2024 GENERAL SESSION  
STATE OF UTAH  
**Chief Sponsor: Colin W. Jack**  
Senate Sponsor: Scott D. Sandall

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**LONG TITLE**

**General Description:**

This bill modifies provisions related to the Residential Solar Energy Disclosure Act.

**Highlighted Provisions:**

This bill:

- requires a solar retailer to provide a copy of the signed agreement in electronic form, and offer the customer a paper form;
- prohibits beginning installation until four business days after providing the signed copy of the solar agreement to the customer;
- provides the customer with a four business day cancellation period after receiving the agreement;
- adds enforcement authority for the Division of Consumer Protection, including court action; and
- makes technical changes.

**Money Appropriated in this Bill:**

None

**Other Special Clauses:**

None

**Utah Code Sections Affected:**

AMENDS:

- 13-52-201**, as enacted by Laws of Utah 2018, Chapter 290
- 13-52-202**, as enacted by Laws of Utah 2018, Chapter 290
- 13-52-301**, as enacted by Laws of Utah 2018, Chapter 290

ENACTS:

- 13-52-207**, as Utah Code Annotated 1953

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29 *Be it enacted by the Legislature of the state of Utah:*

30 Section 1. Section **13-52-201** is amended to read:

31 **13-52-201 . Disclosure statement required.**

32 (1) ~~[(a) Before]~~ At the time of entering a solar agreement, a solar retailer shall provide to  
33 a potential customer a separate, written disclosure statement as provided in this  
34 section and, as applicable, Sections 13-52-202, 13-52-203, 13-52-204, and 13-52-205.

35 ~~[(b) (i) The requirement under Subsection (1)(a) may be satisfied by the electronic  
36 delivery of a disclosure statement to the potential customer.]~~

37 ~~[(ii) An electronic document under Subsection (1)(a) satisfies the font-size standard  
38 under Subsection (2)(a) if the required disclosures are displayed in a clear and  
39 conspicuous manner.]~~

40 (2) A disclosure statement under Subsection (1) shall:

41 (a) be in paper form;

42 (b) be in at least 12-point font;

43 ~~[(b)]~~ (c) contain:

44 (i) the name, address, telephone number, and any email address of the potential  
45 customer;

46 (ii) the name, address, telephone number, and email address of the solar retailer; and

47 (iii) (A) the name, address, telephone number, email address, and state contractor  
48 license number of the person who is expected to install the system that is the  
49 subject of the solar agreement; and

50 (B) if the solar retailer selected the person who is expected to provide operations  
51 or maintenance support to the potential customer or introduced that person to  
52 the potential customer, the name, address, telephone number, email address,  
53 and state contractor license of the operations or maintenance support person;  
54 and

55 ~~[(e)]~~ (d) include applicable information and disclosures as provided in Sections 13-52-202,  
56 13-52-203, 13-52-204, and 13-52-205.

57 Section 2. Section **13-52-202** is amended to read:

58 **13-52-202 . Contents of disclosure statement for any solar agreement.**

59 If a solar retailer is proposing to enter any solar agreement with a potential customer,  
60 the disclosure statement required in Subsection 13-52-201(1) shall include:

61 (1) a statement indicating that operations or maintenance services are not included as part

- 62 of the solar agreement, if those services are not included as part of the solar agreement;
- 63 (2) if the solar retailer provides any written estimate of the savings the potential customer is  
64 projected to realize from the system:
- 65 (a) (i) the estimated projected savings over the life of the solar agreement; and  
66 (ii) at the discretion of the solar retailer, the estimated projected savings over any  
67 longer period not to exceed the anticipated useful life of the system;
- 68 (b) any material assumptions used to calculate estimated projected savings and the  
69 source of those assumptions, including:
- 70 (i) if an annual electricity rate increase is assumed, the rate of the increase and the  
71 solar retailer's basis for the assumption of the rate increase;
- 72 (ii) the potential customer's eligibility for or receipt of tax credits or other  
73 governmental or utility incentives;
- 74 (iii) system production data, including production degradation;
- 75 (iv) the system's eligibility for interconnection under any net metering or similar  
76 program;
- 77 (v) electrical usage and the system's designed offset of the electrical usage;
- 78 (vi) historical utility costs paid by the potential customer;
- 79 (vii) any rate escalation affecting a payment between the potential customer and the  
80 solar retailer; and
- 81 (viii) the costs associated with replacing equipment making up part of the system or,  
82 if those costs are not assumed, a statement indicating that those costs are not  
83 assumed; and
- 84 (c) two separate statements in capital letters in close proximity to any written estimate of  
85 projected savings, with substantially the following form and content:
- 86 (i) "THIS IS AN ESTIMATE. UTILITY RATES MAY GO UP OR DOWN AND  
87 ACTUAL SAVINGS, IF ANY, MAY VARY. HISTORICAL DATA ARE NOT  
88 NECESSARILY REPRESENTATIVE OF FUTURE RESULTS. FOR  
89 FURTHER INFORMATION REGARDING RATES, CONTACT YOUR  
90 LOCAL UTILITY OR THE STATE PUBLIC SERVICE COMMISSION."; and
- 91 (ii) "TAX AND OTHER FEDERAL, STATE, AND LOCAL INCENTIVES VARY  
92 AS TO REFUNDABILITY AND ARE SUBJECT TO CHANGE OR  
93 TERMINATION BY LEGISLATIVE OR REGULATORY ACTION, WHICH  
94 MAY IMPACT SAVINGS ESTIMATES. CONSULT A TAX PROFESSIONAL  
95 FOR MORE INFORMATION.";

- 96 (3) a notice with substantially the following form and content: "Legislative or regulatory  
97 action may affect or eliminate your ability to sell or get credit for any excess power  
98 generated by the system, and may affect the price or value of that power.";
- 99 (4) a notice describing any right a customer has under Section 13-52-207, and any other  
100 applicable law to cancel or rescind a solar agreement;
- 101 (5) a statement describing the system and indicating the system design assumptions,  
102 including the make and model of the solar panels and inverters, system size, positioning  
103 of the panels on the customer's property, estimated first-year energy production, and  
104 estimated annual energy production degradation, including the overall percentage  
105 degradation over the term of the solar agreement or, at the solar retailer's option, over  
106 the estimated useful life of the system;
- 107 (6) a description of any warranty, representation, or guarantee of energy production of the  
108 system;
- 109 (7) the approximate start and completion dates for the installation of the system;
- 110 (8) a statement that the solar retailer may not begin installation of the system until at least  
111 four business days after the day on which the solar retailer and customer enter into a  
112 contract;
- 113 [~~(8)~~] (9) a statement indicating whether any warranty or maintenance obligations related to  
114 the system may be transferred by the solar retailer to a third party and, if so, a statement  
115 with substantially the following form and content: "The maintenance and repair  
116 obligations under your contract may be assigned or transferred without your consent to a  
117 third party who will be bound to all the terms of the contract. If a transfer occurs, you  
118 will be notified of any change to the address, email address, or phone number to use for  
119 questions or payments or to request system maintenance or repair.";
- 120 [~~(9)~~] (10) if the solar retailer will not obtain customer approval to connect the system to the  
121 customer's utility, a statement to that effect and a description of what the customer must  
122 do to interconnect the system to the utility;
- 123 [~~(10)~~] (11) a description of any roof penetration warranty or other warranty that the solar  
124 retailer provides the customer or a statement, in bold capital letters, that the solar retailer  
125 does not provide any warranty;
- 126 [~~(11)~~] (12) a statement indicating whether the solar retailer will make a fixture filing or  
127 other notice in the county real property records covering the system, including a Notice  
128 of Independently Owned Solar Energy System, and any fees or other costs associated  
129 with the filing that may be charged to the customer;

130 [(12)] (13) a statement in capital letters with substantially the following form and content:

131 "NO EMPLOYEE OR REPRESENTATIVE OF [name of solar retailer] IS  
132 AUTHORIZED TO MAKE ANY PROMISE TO YOU THAT IS NOT CONTAINED  
133 IN THIS DISCLOSURE STATEMENT CONCERNING COST SAVINGS, TAX  
134 BENEFITS, OR GOVERNMENT OR UTILITY INCENTIVES. YOU SHOULD NOT  
135 RELY UPON ANY PROMISE OR ESTIMATE THAT IS NOT INCLUDED IN THIS  
136 DISCLOSURE STATEMENT.";

137 [(13)] (14) a statement in capital letters with substantially the following form and content:

138 "[name of solar retailer] IS NOT AFFILIATED WITH ANY UTILITY COMPANY OR  
139 GOVERNMENT AGENCY. NO EMPLOYEE OR REPRESENTATIVE OF [name of  
140 solar retailer] IS AUTHORIZED TO CLAIM AFFILIATION WITH A UTILITY  
141 COMPANY OR GOVERNMENT AGENCY."; and

142 [(14)] (15) any additional information, statement, or disclosure the solar retailer considers  
143 appropriate, as long as the additional information, statement, or disclosure does not have  
144 the purpose or effect of obscuring the disclosures required under this part.

145 Section 3. Section **13-52-207** is enacted to read:

146 **13-52-207 . Customer ability to cancel solar agreement.**

147 (1) A solar retailer shall provide to the customer a copy of the signed solar agreement,  
148 including any disclosures required under this chapter:

149 (a) in electronic and in paper form, unless the customer declines the paper copy in  
150 writing; and

151 (b) if the solar retailer marketed services for residential solar energy systems to the  
152 customer in a language other than English, in that language.

153 (2) A solar agreement is not enforceable against the customer unless the requirements in  
154 Subsection (1) are met.

155 (3) A solar retailer may not begin installation of any solar equipment until four business  
156 days after the day on which the solar retailer provides the customer the solar agreement  
157 described in Subsection (1).

158 (4) If a customer cancels a solar agreement under Subsection 13-11-4(2)(m) or Subsection  
159 13-26-5(2)(a), the solar retailer shall within 10 days:

160 (a) return any check signed by the customer as payment under the terms of the solar  
161 agreement; and

162 (b) refund any money provided by the customer under the terms of the solar agreement.

163 (5) A solar agreement described in Subsection (1) shall clearly:

- 164 (a) state the customer's right to cancel the solar agreement under this section; and  
 165 (b) provide an email address and a mailing address where the customer can send the  
 166 solar retailer a notice of cancellation of the solar agreement.

- 167 (6) Subsection (1)(a) only applies to sales where the customer has a right to cancel the  
 168 purchase as described in Subsection 13-11-4(2)(m) or Subsection 13-26-5(2)(a).

169 Section 4. Section **13-52-301** is amended to read:

170 **13-52-301 . Division enforcement authority -- Administrative fine.**

- 171 (1) Subject to Subsection (2), the division may enforce the provisions of this chapter by:

- 172 (a) conducting an investigation into an alleged violation of this chapter;  
 173 (b) issuing a cease and desist order against a further violation of this chapter; [and]  
 174 (c) imposing an administrative fine of up to \$2,500 for each violation of this chapter; and  
 175 (d) the division may bring an action in a court of competent jurisdiction to enforce a  
 176 provision of this chapter.

177 [~~(e) imposing an administrative fine of no more than \$2,500 per solar agreement on a~~  
 178 ~~solar retailer that:]~~

179 [~~(i) materially fails to comply with the disclosure requirements of this chapter; or]~~

180 [~~(ii) violates any other provision of this chapter, if the division finds that the violation is~~  
 181 ~~a willful or intentional attempt to mislead or deceive a customer.]~~

- 182 (2) [~~The division may not commence any enforcement action under this section more than~~  
 183 ~~four years after the date of execution of the solar agreement with respect to which a~~  
 184 ~~violation is alleged to have occurred.] In a court action by the division to enforce a  
 185 provision of this chapter, the court may:~~

- 186 (a) declare that an act or practice violates a provision of this chapter;  
 187 (b) issue an injunction for a violation of this chapter;  
 188 (c) order disgorgement of any money received in violation of this chapter;  
 189 (d) order payment of disgorged money to an injured purchaser or consumer;  
 190 (e) impose a fine of up to \$2,500 for each violation of this chapter; or  
 191 (f) award any other relief that the court deems reasonable and necessary.

- 192 (3) The division shall, in its discretion:

- 193 (a) deposit an administrative fine collected under Subsection (1)(c) in the Consumer  
 194 Protection Education and Training Fund created in Section 13-2-8; or  
 195 (b) distribute an administrative fine collected under Subsection (1)(c) to a customer  
 196 adversely affected by the solar retailer's failure or violation resulting in a fine under  
 197 Subsection (1)(c), if the division has conducted an administrative proceeding

198 resulting in a determination of the appropriateness and amount of any distribution to  
199 a customer.

200 (4) Nothing in this chapter may be construed to affect:

201 (a) a remedy a customer has independent of this chapter; or

202 (b) the division's ability or authority to enforce any other law or regulation.

203 Section 5. **Effective date.**

204 This bill takes effect on May 1, 2024.